

April 5, 2007

Ms. Karen Cibulskis, Remedial Project Manager
U.S. EPA Region 5 - Superfund Division
77 West Jackson Boulevard - Mail Code SR-6J
Chicago, IL 60604

Re: ASAOC for RI/FS - Access to South Dayton Dump and Landfill Superfund Site

Dear Karen:

Pursuant to Section XII, paragraphs 54 through 57 of the Administrative Settlement Agreement and Order on Consent (ASAOC) for Remedial Investigation/Feasibility Study (RI/FS) for the South Dayton Dump and Landfill Superfund Site (Site), this letter supplements our September 19, 2006 letter describing the efforts of certain ASAOC Respondents, the PRP Group, to obtain access at all reasonable times to the Site. In addition to the executed access agreements described in the September 19, 2006 letter, the PRP Group has now executed access agreements with Valley Asphalt for Lot Number 5054 (a Site parcel) and Village Park Community Ltd. for Lot Number 2943 (a parcel located to the east of the Site). The PRP Group has also executed an access agreement for the Boesch and Grillot parcels at the Site although we believe that the ASAOC already provides such access. Copies of the executed access agreements are enclosed. Also enclosed is a table containing all Lot Numbers for which access has been sought and, in most cases, obtained from the parcel owners. Exceptions are described in the next paragraph.

Jim City Salvage ("Jim City") owns two parcels at the Site (Lot Nos. 3753 and 4423) as well as several parcels adjacent to the Site. Jim City has not yet executed an access agreement with the PRP Group. Multiple follow-up calls and e-mails have been made to Jim City and its legal counsel. Reasonable sums of money in consideration of access have been offered to Jim City. Jim City is the only Site parcel owner that has not yet executed an access agreement. We will continue to negotiate with Jim City and its legal counsel though U.S. EPA encouragement may be helpful. We are also in access negotiations with the owner of Lot Number 3255 (a parcel adjacent to the Site).

Please contact me at 847-657-4843 or kbrown@itw.com for questions or discussion.

Sincerely,

Ken Brown, CHMM
Environmental Engineer

Enclosures

cc: Representatives for Respondents

site and vicinity parcel ownership table
(revised 4/5/07)

SOUTH DAYTON DUMP AND LANDFILL SUPERFUND SITE

Parcel #	(1) Within Site	Access Secured	(2) Ownership	Comments
2943	no	yes	Village Park Community Ltd.	east of Site
3056	no	yes	Miami Conservancy District	adjacent parcel
3057	no	yes	Miami Conservancy District	adjacent parcel
3058	no	yes	Miami Conservancy District	adjacent parcel
3252	yes	yes	Ron Barnett	
3255	no	no	Frizbee Ltd., et al	negotiations continue
3261	no	no	Jim City Salvage	negotiations continue
3273	no	yes	Miami Conservancy District	adjacent parcel
3274	yes	yes	Miami Conservancy District	
3275	no	yes	Miami Conservancy District	adjacent parcel
3278	no	yes	Miami Conservancy District	adjacent parcel
3753	yes	no	Jim City Salvage	negotiations continue
4423	yes	no	Jim City Salvage	negotiations continue
4610	yes	yes	Ron Barnett	
5054	yes	yes	Valley Asphalt	
5171	yes	yes	Boesch and Grillot	
5172	yes	yes	Boesch and Grillot	
5173	yes	yes	Boesch and Grillot	
5174	yes	yes	Boesch and Grillot	
5175	yes	yes	Boesch and Grillot	
5176	yes	yes	Boesch and Grillot	
5177	yes	yes	Boesch and Grillot	
5178	yes	yes	Boesch and Grillot	

- Notes:** (1) Those parcels not within the Site are either adjacent to the Site or in close proximity to the Site in what is presumed to be a hydraulically downgradient location.
(2) Ownership is based on information obtained from Montgomery County real estate tax records for 2006.

SITE ACCESS AGREEMENT

This Site Access Agreement is made this 24th day of August, 2006, by, among and between Kathryn A. Boesch and Margaret C. Grillot ("Licensors"), in favor of the South Dayton Dump Potentially Responsible Party ("PRP") Group.

WHEREAS, Licensors are the owners of property comprised of Lot Numbers 5171, 5172, 5173, 5174, 5175, 5176, 5177 and 5178 in Moraine, Ohio ("the Premises"); and

WHEREAS, the South Dayton Dump PRP Group wishes to conduct certain environmental investigation work at the Premises; and

NOW, THEREFORE, the parties agree as follows:

1. Grant of Access

Licensors hereby grant to the South Dayton Dump PRP Group, their contractors, agents, consultants, designees and representatives, a temporary right and license to enter upon the Premises at all reasonable times upon prior telephone notification to conduct site inspections as well as environmental soil and groundwater sampling in connection with a Remedial Investigation and Feasibility Study pursuant to the Administrative Settlement Agreement and Order on Consent ("ASAOC") for Remedial Investigation and Feasibility Study, CERCLA Docket Number V-W-06-C-852 under the oversight of the United States Environmental Protection Agency ("U.S. EPA") and the State of Ohio. Licensors further grant to the U.S. EPA, the State of Ohio, and their representatives and designees, including contractors, access at all reasonable

times to the Site for the purpose of conducting any activity related to the ASAOC described above.

2. Term of License

This Site Access Agreement and all rights granted hereunder, shall terminate upon completion of the Remedial Investigation and Feasibility Study pursuant to the ASAOC described above.

3. Non-Interference with Licensors' Use

In exercising its rights under this Site Access Agreement, the South Dayton Dump PRP Group shall, at all times, conduct its activities in such a way as to not interfere with the activities or operations of Licensors at the Premises or with other authorized uses of the Premises and shall honor all reasonable requests and instructions which are made to them by Licensors or other appropriate parties.

4. Indemnity

The South Dayton Dump PRP Group covenants and agrees to save and keep harmless and indemnify Licensors, their officers and from and against any and all liabilities, losses, damages, costs, expenses, causes of action, suits, penalties, claims, demands, and judgments of every kind and nature, including without limitation, reasonable attorney's fees and expenses for any personal injury or property damage to any building, structure, fixture, parking area or landscaping resulting or arising from the South Dayton Dump PRP Group activities hereunder.

5. Threats to Human Health or the Environment

If at any time during the performance of the work hereunder, the South Dayton Dump PRP Group or its agents discover any incident or condition that creates an emergency or danger to the health or safety of persons on or adjacent to the Premises, the South Dayton Dump PRP Group shall promptly notify Licensors of such incident or condition. If Licensors discover any such condition Licensors shall notify the South Dayton Dump PRP Group.

6. Restoration

Upon conclusion of its work, the South Dayton Dump PRP Group shall restore the Premises to the conditions existing immediately prior to the conduct of such work and in accordance with all applicable requirements.

Should the South Dayton Dump PRP Group's activities upon the Premises cause damage to any utilities, the cost of repair shall be the sole responsibility of the South Dayton Dump PRP Group, and repairs shall be made immediately.

7. Compliance with Laws

The South Dayton Dump PRP Group shall comply promptly and fully with all present and future laws and regulations in connection with its work hereunder.

8. Agreement to Limit Publicity

Neither the South Dayton Dump PRP Group, nor its agents, representatives, designees or contractors, shall discuss environmental conditions or its

investigative work at the Premises with any other person, entity, media organization, etc. without the express written consent of Licensors. The lone exceptions to this publicity rule will occur when South Dayton Dump PRP Group is required by law to disclose such information or as necessary to notify governmental authorities, obtain approval of an investigative or remediation plan from the appropriate governmental authority or submit reports or other documents to governmental authorities.

9. Construction and Intention

This Site Access Agreement is intended to be and shall be construed as a grant of temporary right of access and not an interest in the Premises.

10. Relationship of Parties

Nothing contained in this Site Access Agreement shall be deemed or construed by the parties, or any third party, as creating the relationship of principal and agent or of partnership or of joint venture between Licensors and South Dayton Dump PRP Group, it being understood and agreed that no provision contained in this Site Access Agreement, nor any acts of the parties shall be deemed to create any relationship between the parties hereto other than the relationship of Licensors to Licensee.

11. Captions

The captions in this Site Access Agreement are for convenience only and shall not be deemed to be a part hereof.

12. Governing Law

This Site Access Agreement shall be governed and construed in accordance with the laws of the State of Ohio. Any action to enforce the terms of this Site Access Agreement shall be brought in an appropriate court in Montgomery County, Ohio.

13. Amendment

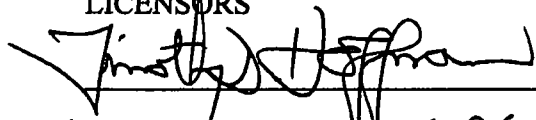
This Site Access Agreement may not be modified or amended except by a written agreement duly executed by the parties hereto or by their respective successors or assigns, as the case may be. Licensors acknowledge that the U.S. EPA, Ohio EPA or their designees may require Licensee to undertake additional work not specified herein. In that event, Licensee shall confer with Licensors and amend, with Licensors' approval, this Site Access Agreement. Such approval shall not be unreasonably withheld.

14. Entire Agreement

This Site Access Agreement fully sets forth all agreements and understandings of the parties to this Site Access Agreement with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Site Access Agreement on the day and year first above written.

LICENSORS



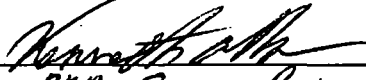
COUNSEL TO LICENSORS
Date: 9-26-06

LICENSORS CONTACT INFORMATION

Name: TIMOTHY D. HOFFMAN
Title: COUNSEL
Address: COOLIDGE WALL
33 W 1ST ST. STE 600
DAY ON 45402
Office Phone: 937 449-5540
Mobile Phone: 937 572-7817
Facsimile:
E-mail: HOFFMAN@COOLAW.COM

LICENSEE

South Dayton Dump PRP Group

By: 
Title: PRP Group Representative
Date: 8/24/2006

LICENSEE CONTACT INFORMATION

Ken Brown, CHMM
Environmental Engineer
Illinois Tool Works Inc.
3600 West Lake Avenue
Glenview, Illinois 60026
Office Phone: 847-657-4843
Mobile Phone: 847-224-9003
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E-mail: kbrown@itw.com

Steve Quigley, P.E.
Principal
Conestoga-Rovers & Associates
651 Colby Drive
Waterloo, Ontario Canada N2V 1C2
Office Phone: 519-884-0510
Mobile Phone: 519-498-7997
Facsimile: 519-884-0525
E-mail: squigley@craworld.com

SITE ACCESS AGREEMENT

This Site Access Agreement is made this ¹⁹24th day of ^{March, 2007}August, 2006, by, among and between Valley Asphalt Corporation ("Licensors"), in favor of the South Dayton Dump Potentially Responsible Party ("PRP") Group.

WHEREAS, Licensors are the owners of property located at 1901 Dryden Road, Lot Number 5054 in Moraine, Ohio ("the Premises"); and

WHEREAS, the South Dayton Dump PRP Group wishes to conduct certain environmental investigation work at the Premises; and

NOW, THEREFORE, the parties agree as follows:

1. Grant of Access

Subject to the conditions set forth below,

↗ Licensors hereby grant to the South Dayton Dump PRP Group, their contractors,

agents, consultants, designees and representatives, a temporary right and license

to enter upon the Premises ~~at all reasonable times upon prior telephone~~

which have been approved in advance by Licensors ("permitted
~~notification~~ to conduct site inspections as well as environmental soil and uses")

groundwater sampling in connection with a Remedial Investigation and

Feasibility Study pursuant to the Administrative Settlement Agreement and Order

on Consent ("ASAOC") for Remedial Investigation and Feasibility Study,

CERCLA Docket Number V-W-06-C-852 under the oversight of the United

States Environmental Protection Agency ("U.S. EPA") and the State of Ohio.

Licensors further grant to the U.S. EPA, the State of Ohio, and their

representatives and designees, including contractors, access ~~at all reasonable~~

Premises observing or
times to the Site for the purpose of conducting any activity related to the ASAOC
described above. the Permitted Uses subject to
the conditions set forth below.

2. Term of License

This Site Access Agreement and all rights granted hereunder, shall terminate upon ^{the earlier of} 1
completion of the Remedial Investigation and Feasibility Study pursuant to the
ASAOC described above. (Rider 2)

3. Non-Interference with Licensors' Use

In exercising its rights under this Site Access Agreement, the South Dayton Dump
PRP Group shall, at all times, conduct its activities in such a way as to not
interfere with the activities or operations of Licensors at the Premises or with
other authorized uses of the Premises and shall honor all reasonable requests and
instructions which are made to them by Licensors or other appropriate parties.

4. Indemnity

The South Dayton Dump PRP Group ^{and its individual members, jointly and}
^{severally,} covenants and agrees to save and keep
^{employees and agents} harmless and indemnify Licensors, their officers, and from and against any and all
liabilities, losses, damages, costs, expenses, causes of action, suits, penalties,
claims, demands, and judgments of every kind and nature, including without
limitation, reasonable attorney's fees and expenses ⁽¹⁾ for any personal injury or
property damage to any building, structure, fixture, parking area or landscaping
resulting or arising from the South Dayton Dump PRP Group activities hereunder
and (2) arising from any failure by the South Dayton Dump PRP Group
to perform any covenant or agreement contained herein.

5. Threats to Human Health or the Environment

If at any time during the performance of the work hereunder, the South Dayton Dump PRP Group or its agents discover any incident or condition that creates an emergency or danger to the health or safety of persons on or adjacent to the Premises, the South Dayton Dump PRP Group shall promptly notify Licensors of such incident or condition. If Licensors discover any such condition Licensors shall notify the South Dayton Dump PRP Group.

6. ^{Repair and} Restoration

Rider 6A

Upon conclusion of its work, the South Dayton Dump PRP Group shall ^{at its sole cost and expense,} restore promptly the Premises to the conditions existing immediately prior to the conduct of such work and in accordance with all applicable requirements.

Rider 6B

Should the South Dayton Dump PRP Group's activities upon the Premises cause damage to any utilities, the cost of repair shall be the sole responsibility of the South Dayton Dump PRP Group, and repairs shall be made immediately.

7. Compliance with Laws

The South Dayton Dump PRP Group shall comply promptly and fully with all

present and future laws and regulations in connection with its work hereunder, the South Dayton Dump PRP Group shall conduct the work in a safe and workmanlike manner.

Rider 8

9. ~~X~~ Agreement to Limit Publicity

Neither the South Dayton Dump PRP Group, nor its agents, representatives, designees or contractors, shall discuss environmental conditions or its investigative work at the Premises with any other person, entity, media organization, etc. without the express written consent of Licensors. The lone exceptions to this publicity rule will occur when South Dayton Dump PRP Group is required by law to disclose such information or as necessary to notify governmental authorities, obtain approval of an investigative or remediation plan from the appropriate governmental authority or submit reports or other documents to governmental authorities.

10. ~~9.~~ Construction and Intention

This Site Access Agreement is intended to be and shall be construed as a grant of temporary right of access and not an interest in the Premises.

11. ~~10.~~ Relationship of Parties

Nothing contained in this Site Access Agreement shall be deemed or construed by the parties, or any third party, as creating the relationship of principal and agent or of partnership or of joint venture between Licensors and South Dayton Dump PRP Group, it being understood and agreed that no provision contained in this Site Access Agreement, nor any acts of the parties shall be deemed to create any relationship between the parties hereto other than the relationship of Licensors to Licensee.

12. ~~11.~~ Captions

The captions in this Site Access Agreement are for convenience only and shall not be deemed to be a part hereof.

13. ~~12.~~ Governing Law

This Site Access Agreement shall be governed and construed in accordance with the laws of the State of Ohio. Any action to enforce the terms of this Site Access Agreement shall be brought in an appropriate court in Montgomery County, Ohio.

14. ~~13.~~ Amendment

the South Dayton Dump PRP Group

This Site Access Agreement may not be modified or amended except by a written agreement duly executed by the parties hereto or by their respective successors or assigns, as the case may be. Licensors acknowledge that the U.S. EPA, Ohio EPA or their designees may require Licensee to undertake additional work not specified herein. In that event, Licensee may request written approval from Licensors to amend this Site Access Agreement. Such approval shall not be unreasonably withheld.

15. ~~14.~~ Entire Agreement

This Site Access Agreement fully sets forth all agreements and understandings of the parties to this Site Access Agreement with respect to the subject matter hereof.

Rider 15

IN WITNESS WHEREOF, the parties have executed this Site Access Agreement on the day and year first above written.

LICENSORS

James P. Jurgensen II
Date: 3/26/07

LICENSORS CONTACT INFORMATION

Name: James P. Jurgensen II
Title: General Manager
Address: Valley Asphalt Corporation
11641 Mosteller Road
Cincinnati, OH 45241
Office Phone: (513) 771-0820
Mobile Phone: (513) 460-9003
Facsimile: (513) 326-6759
E-mail: jim.jurgensenII@jrjnet.com

LICENSEE

South Dayton Dump PRP Group

By: [Signature]
Title: PRP Group Representative
Date: 3/19/2007

LICENSEE CONTACT INFORMATION

Ken Brown, CHMM
Environmental Engineer
Illinois Tool Works Inc.
3600 West Lake Avenue
Glenview, Illinois 60026
Office Phone: 847-657-4843
Mobile Phone: 847-224-9003
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Steve Quigley, P.E.
Principal
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Mobile Phone: 519-498-7997
Facsimile: 519-884-0525
E-mail: squigley@craworld.com

RIDERS

Rider 2

or one (1) year from the effective date of this Site Access Agreement (unless the term is extended by mutual agreement of the parties); provided that Licensors may, at any time, terminate this Site Access Agreement if they reasonably determine that the South Dayton Dump PRP Group activities are in violation of the terms and conditions herein.

Rider 6A

If there is any damage to the Premises or the improvements thereon caused by the South Dayton Dump PRP Group, its contractors, invitees, employees, agents or assigns, the South Dayton Dump PRP Group shall, at its sole cost and expense, promptly repair such damage.

Rider 6B

The South Dayton Dump PRP Group shall be solely responsible for locating all utility lines and other subsurface improvements prior to any ground disturbing activities. The South Dayton Dump PRP Group shall undertake such further investigations, analyses, tests and studies as may be necessary and useful to determine all surface, subsurface or concealed conditions.

Rider 8

8. Additional Conditions

The South Dayton Dump PRP Group's use of the Premises is subject to the following additional conditions:

(a) The South Dayton Dump PRP Group shall not store any wastes or hazardous substances or materials ("Hazardous Substances") on the Premises. The South Dayton Dump PRP Group agrees that it shall be responsible for any Hazardous Substances generated pursuant to its activities at the Premises, and will ensure that such Hazardous Substances are transported and disposed of in accordance with all applicable laws. If necessary, the South Dayton Dump PRP Group shall obtain an EPA I.D. number and sign any waste manifests associated with the transportation, treatment and disposal of such materials.

(b) The South Dayton Dump PRP Group shall give Licensors five (5) business days prior notice before beginning the Permitted Uses on the Premises and will notify Licensors at least forty-eight (48) hours prior to entry of the Premises for routine inspection, maintenance and monitoring tasks. The South Dayton Dump PRP Group shall enter onto the Premises only on days and at times as specifically authorized by Licensors, it being understood that Licensors' express authorization shall be necessary for each entry onto the Premises. Access to the Premises will be limited to the hours of 8:30 a.m. to 5:00 p.m. excluding weekend days and legal holidays.

(c) Licensors shall have the right to observe the South Dayton Dump PRP Group activities and to obtain duplicates of any samples collected by the South Dayton Dump PRP Group or its contractors. The South Dayton Dump PRP Group shall promptly provide Licensors,

RIDERS

without charge, copies of results or reports of well logs and test results generated from the analysis of samples taken on the Premises.

(d) The South Dayton Dump PRP Group shall provide its own, and Licensors assume no liability or responsibility for the care, safety, or preservation of, any tools, machinery, equipment, material, or supplies and all risks thereof are assumed by the South Dayton Dump PRP Group. The South Dayton Dump PRP Group shall be solely responsible for security of the South Dayton Dump PRP Group's and its contractors' property and monitoring wells used at the Premises.

(e) The South Dayton Dump PRP Group and its contractors shall designate an individual who is knowledgeable as to the activities of the South Dayton Dump PRP Group and its contractors on the Premises. The designated person will be responsible to answer the inquiries of the Licensors or their representatives.

Rider 15

15. Assignment

The South Dayton Dump PRP Group may not assign its rights or obligations under this Site Access Agreement without the Licensors' prior written consent.

16. Non-admission

Nothing in this Site Access Agreement shall be construed an admission of liability by Licensors or the South Dayton Dump PRP Group.

17. Waiver

Any failure of any party to comply with any obligation, covenant, agreement or condition may be waived by the party or parties entitled to the benefits thereof only by a written instrument signed by the party granting such waiver, and such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

SITE ACCESS AGREEMENT

This Site Access Agreement is made this 19th day of March, 2007, by, among and between Village Park Community Ltd. ("Licensor"), in favor of the South Dayton Dump Potentially Responsible Party ("PRP") Group ("Licensee").

WHEREAS, Licensor is the owner of mobile home park comprised of Lot Number 2943 (tax parcel J44 04101 0005) located at 2228 Dryden Road in the City of Moraine, Montgomery County, Ohio; and

WHEREAS, Licensee either owns or has control of certain parcels of real property that are part of the South Dayton Dump Superfund Site, including but not limited to Lot Number 5176 (tax parcel J44 26421 0005) located in the City of Moraine, Montgomery County, Ohio adjacent to and across Dryden Road from the Premises ("Adjacent Property"); and

WHEREAS, Licensee wishes to conduct certain environmental investigation work on a limited portion of Licensor's mobile home park as is more specifically shown on the attached Exhibit A (the "Premises");

NOW, THEREFORE, the parties agree as follows.

1. Grant of Access

Licensor hereby grants to Licensee, their contractors, agents, consultants, designees and representatives, a temporary and limited right and license to enter upon the Premises at all reasonable times upon prior telephone notification to conduct site inspections as well as environmental soil and groundwater sampling

in connection with a Remedial Investigation and Feasibility Study pursuant to the Administrative Settlement Agreement and Order on Consent ("ASAOC") for Remedial Investigation and Feasibility Study, CERCLA Docket Number V-W-06-C-852 under the oversight of the United States Environmental Protection Agency ("U.S. EPA") and the State of Ohio. Licensor further grants to the U.S. EPA, the State of Ohio, and their representatives and designees, including contractors, access at all reasonable times to the Premises for the purpose of conducting any activity related to the ASAOC described above.

2. Access Point

Licensee shall decide upon one access point ("Access Point") from Dryden Road onto the Premises for the purpose of performing the work described in Paragraph 1 above.

3. Term of License

This Site Access Agreement and all rights granted hereunder, shall terminate upon completion of the Remedial Investigation and Feasibility Study pursuant to the ASAOC described above.

4. Non-Interference with Licensors' Use

In exercising its rights under this Site Access Agreement, Licensee shall, at all times, conduct its activities in such a way as to not interfere with the activities or operations of Licensor at the Premises or with other authorized uses of the

Premises and shall honor all reasonable requests and instructions which are made to them by Licensor or other appropriate parties.

5. Indemnity

Licensee covenants and agrees to save and keep harmless and indemnify Licensor, and its officers, shareholders and employees from and against any and all liabilities, losses, damages, costs, expenses, causes of action, suits, penalties, claims, demands, and judgments of every kind and nature, including without limitation, reasonable attorney's fees and expenses for any personal injury or property damage, including but not limited to damage to any building, structure, fixture, parking area or landscaping resulting or arising from Licensee's activities hereunder.

6. Threats to Human Health or the Environment

If at any time during the performance of the work hereunder, Licensee or its agents discover any incident or condition that creates an emergency or danger to the health or safety of persons on or adjacent to the Premises, Licensee shall promptly notify Licensor of such incident or condition. If Licensor discovers any such condition, Licensor shall notify Licensee.

7. Restoration

Upon conclusion of its work, Licensee shall restore the Premises to the conditions existing immediately prior to the conduct of such work and in accordance with all applicable requirements. Should Licensee's activities upon the Premises cause

damage to any utilities, the cost of repair shall be the sole responsibility of Licensee, and repairs shall be made immediately.

8. Compliance with Laws

Licensee shall comply promptly and fully with all present and future laws and regulations in connection with its work hereunder.

9. Agreement to Limit Publicity

Neither Licensee, nor its agents, representatives, designees or contractors, shall discuss environmental conditions or its investigative work at the Premises with any other person, entity, media organization, etc. without the express written consent of Licensor. The lone exceptions to this publicity rule will occur when South Dayton Dump PRP Group is required by law to disclose such information or as necessary to notify governmental authorities, obtain approval of an investigative or remediation plan from the appropriate governmental authority or submit reports or other documents to governmental authorities.

10. Construction and Intention

This Site Access Agreement is intended to be and shall be construed as a grant of temporary right of access and not an interest in the Premises.

11. Relationship of Parties

Nothing contained in this Site Access Agreement shall be deemed or construed by the parties, or any third party, as creating the relationship of principal and agent or

of partnership or of joint venture between Licensor and South Dayton Dump PRP Group, it being understood and agreed that no provision contained in this Site Access Agreement, nor any acts of the parties shall be deemed to create any relationship between the parties hereto other than the relationship of licensor to licensee.

12. Captions

The captions in this Site Access Agreement are for convenience only and shall not be deemed to be a part hereof.

13. Governing Law

This Site Access Agreement shall be governed and construed in accordance with the laws of the State of Ohio. Any action to enforce the terms of this Site Access Agreement shall be brought in an appropriate court in Montgomery County, Ohio.

14. Amendment

This Site Access Agreement may not be modified or amended except by a written agreement duly executed by the parties hereto or by their respective successors or assigns, as the case may be. Licensor acknowledges that the U.S. EPA, Ohio EPA or their designees may require Licensee to undertake additional work not specified herein. In that event, Licensee shall confer with Licensor and amend, with Licensor's approval, this Site Access Agreement. Such approval shall not be unreasonably withheld.

15. CERCLA Defenses

Licensors are providing Licensee with limited access to the Premises under this Agreement for the express purpose of satisfying the “cooperation, assistance and access” requirements of the “Innocent Landowner” defense to CERCLA liability that is set forth in 42 U.S.C. §9607 (b)(3) and §9601 (35)(A); the “Contiguous Property Owner” defense to CERCLA liability that is set forth in 42 U.S.C. §9607(q); and/or any similar protections that may be available under other federal, state or local laws and regulations regarding any potential liability of Licensors related to the South Dayton Dump Superfund Site. Notwithstanding, by signing this Access Agreement, the PRP Group does not expressly or implicitly acknowledge or agree that Licensors qualify for any particular defense to liability related to the South Dayton Dump Superfund Site.

16. Access to Sample Results

Within seven (7) days of a written request by Licensors, Licensee shall provide to Licensors copies of any and all reports regarding soil or groundwater samples taken from the Premises, and from MW210-S and MW210-D located on the Adjacent Property.

17. Compensation

Acknowledging that Licensors have no legal obligation to provide Licensee with the requested access to its real property for the purpose of installing groundwater monitoring wells, Licensee agrees to pay a lump sum of One Thousand Dollars

(\$1,000.00) to compensate Licensor for its out-of-pocket expenses to have legal counsel review and revise this Access Agreement, and for the miscellaneous inconvenience incurred by Licensor during the term of this Agreement.

18. Entire Agreement

This Site Access Agreement fully sets forth all agreements and understandings of the parties to this Site Access Agreement with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Site Access Agreement on the day and year first above written.

LICENSOR'S CONTACT INFORMATION Name: Richard Rife Title: President Address: 3711 Stutsman Road Bellbrook, Ohio 45305 Office Phone: (937) 294-0651 Mobile Phone: (937) 604-1433 Facsimile: (937) 294-2328	LICENSOR VILLAGE PARK COMMUNITY LTD By: <u>Richard Z. Rife</u> Title: <u>PRESIDENT</u> Date: <u>3-21-07</u>
LICENSEE CONTACT INFORMATION Ken Brown, CHMM Environmental Engineer Illinois Tool Works Inc. 3600 West Lake Avenue Glenview, Illinois 60026 Office Phone: 847-657-4843 Mobile Phone: 847-224-9003 Facsimile: 847-657-7892 E-mail: <u>kbrown@itw.com</u>	LICENSEE South Dayton Dump PRP Group By: <u>Ken Brown</u> Title: <u>PRP Group Representative</u> Date: <u>3/19/2007</u>

Steve Quigley, P.E. Principal Conestoga-Rovers & Associates 651 Colby Drive Waterloo, Ontario Canada N2V 1C2 Office Phone: 519-884-0510 Mobile Phone: 519-498-7997 Facsimile: 519-884-0525 E-mail: squigley@croworld.com	
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Exhibit A

Village Park Community

PARID: J44 04101 0005

Premises

NO RAIN

"Premises" Outlined in Blue

